

U.S. Department of State



Effective date

June 1, 2014 to 31 May, 2015

Transportation Services

**Freight clearance, handling and delivery of inbound airfreight shipments; handling, clearance and export of outbound airfreight shipments for the U.S. Embassy, Pretoria, U.S. Consulates General Johannesburg, Durban, and Cape Town.**

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## SECTION 1 – General

### **Item 1-1 TENDER ADMINISTRATION DATA**

Contracting Officer's  
Representative (COR):

Beverley Paolini  
012 431 4243  
Email: [paoliniba@state.gov](mailto:paoliniba@state.gov)

Tendering Officer/GSO-Shipping/  
Contracting Officer:

Ravindra M. Srivastava  
012 431-4179  
Email: [pretoriaco@state.gov](mailto:pretoriaco@state.gov)

Mailing Pretoria

U.S. Embassy  
877 Pretorius Street  
Arcadia, Pretoria, South Africa  
Attention: GSO Shipping.

Mailing Cape Town

U.S. Consulate General  
1 Reddam Avenue  
Tokai, Cape Town, South Africa  
Attention: GSO shipping.

### **Item 1-2 DEFINITIONS OF SERVICES**

**TRANSPORTATION SERVICE PROVIDERS (TSP)** - For the purpose of this Tender, Transportation Service Providers shall include South African Air Freight Clearing and Forwarders.

**PERSONAL EFFECTS** - For the purpose of this Tender, Transportation Service Providers shall consider Freight All Kinds (FAK) air freight shipments clearing and inland road transportation.

**FREIGHT** – for the purpose of this Tender, Transportation Service Providers shall consider Freight All Kinds (FAK) air freight shipments and clearing and inland road transportation.

**TRANSPORTATION SECURITY AGENCY (TSA) KNOWN/UNKNOWN SHIPPER** - Under the Transportation Security Agency (TSA) ruling, the U.S. Department of State is considered an Unknown Shipper. TSA considers the employee to be the shipper rather than the U.S. Department of State. TSA may implement additional procedures at a later date regarding the Known/Unknown status. Should this occur, companies under this tender will receive further guidance.

**DEPARTMENT (DOS)** - The term "Department", as used in this Tender, shall mean the U.S. Department of State and its establishments at United States diplomatic and consular posts abroad.

### **Item 1-3 ESTIMATED ANNUAL USAGE**

This tender is for an estimated annual airfreight amount of 125,000 kgs inbound and 28,000 kgs outbound cargo. A maximum of 130,000 kgs inbound and 30,000 kgs outbound airfreight during the course of this tender period including airfreight cargo for/from the Embassy in Pretoria and consulates in Johannesburg, Cape Town and Durban. This annual airfreight amount is an indication and not a guaranteed amount. The estimated annual airfreight amount (or volume) may increase or decrease depending on essential needs for the Embassies and Consulates.

## **Item 1-4 UNINTENTIONALLY ACCEPTED TENDER RULE**

Tenders that are unintentionally accepted and distributed for use, which are later found not to be in compliance with the TOS, are subject to immediate removal by the tender accepting agency. The carrier will be notified when tenders are removed under these circumstances and will be advised on the basis for their removal. Even though a tender was unintentionally accepted, such tender may be used until the Embassy cancels it. **Carriers are not permitted to subcontract services under this tender to unauthorized parties.**

## **Item 1-5 LAWFUL PERFORMANCE AND OPERATING AUTHORITIES**

All services shall be performed in accordance with applicable U.S. Federal, State, and local laws and regulations or laws and regulations of South Africa or appropriate countries, as applicable. The TSP all shall provide the transportation of commodities to, from or between the places where shipments may move by provisions of this tender.

## **SECTION 2 - Offers of Service**

### **ITEM 2-1 GENERAL**

Participation in this tender is open to any TSP possessing the operating authority and insurance in agreement with/ pertaining to the laws of South Africa.

### **ITEM 2-2 APPROVAL TO PARTICIPATE**

In order for a carrier to become eligible to perform services under this TOS, it must meet the approval requirements identified below. The applicable approval documentation must be express mailed with this tender to General Services Office U.S. Embassy, 877 Pretorius Street, Arcadia, Pretoria, South Africa. Questions relating to the approval requirement may be directed to (012) 431 4243 or by Email at [PaoliniBA@state.gov](mailto:PaoliniBA@state.gov) or Ravindra M. Srivastava (012) 431 4179 or by Email [Pretoriaco@state.gov](mailto:Pretoriaco@state.gov)

#### **APPROVAL REQUIREMENTS:**

- One (1) copy of the firm's/ authorized sub-contractor's permission to transport and registration with the South African Freight Forwarders Association.
- One (1) signed copy of the company registration with Registrar of Companies within South Africa or official documentation pertaining to company registration.
- One (1) hard copy of the transporting company's essential documents pertaining to hazardous cargo.
- Evidence that the TSP operates an established business with permanent address and telephone number requirement within South Africa.
- List of top ten clients by volume/weight of cargo, demonstrating prior experience with relevant past performance reports, information and five references.
- Evidence the offeror/quoter has all the licenses and permits required by local law. Names of transporting companies assigned for road freight assignments, if applicable.
- Certificate of Insurance
- The offeror/quoter can provide the necessary equipment, personnel and financial resources needed to perform the work requested within this tender.
- A hardcopy brochure of organization with history of company and financial statements.

The TSP shall provide the names, mailing addresses, telephone number(s) and email addresses of any operations points of contact that will be responsible for tracing shipments and advising the road freight information. The U.S. Embassy intends to send all documents electronically or via courier service when original documents are required. **(As per Tender of Service document)**

In addition to an operations contact, the TSP shall provide a name, mailing address, email and telephone number of an administrative contact to handle all administrative issues.

The TSP will also supply the U.S. Government with a website address that will allow the U.S. Embassy personnel to track and trace shipments by the DOC Number and the Shipment Number.

## **Item 2-3 SUBMISSION OF RATES**

It is highly recommended that rates be express mailed (as stated above) via a reputable small package forwarder (e.g., FedEx, DHL, etc.) and not mailed via regular mail service. Packages must be processed through the normal small package delivery channels. Hand delivery packages/envelopes will be accepted that are directly delivered to the reception desk, U.S. Embassy, 877 Pretorius Street, Arcadia, Pretoria, South Africa for the attention of Beverley Paolini, General Service Office. **Offers received after 16h00 local time, Tuesday 8th April, 2014 will not receive any consideration.** No exceptions will be considered.

Transportation service providers are REQUIRED to submit their rates to the U.S. Embassy, Pretoria. The Rate Quote Spreadsheet (see **Attachment 8-B - Rate Quote Spreadsheet**), for your rate submission, is Excel formatted, thus requiring that your company have Excel software.

## **Item 2-4 ACCESSORIAL CHARGES**

The following accessorial charges must be all-inclusive under the Tender of Service: fuel surcharge, security fees, and document processing fee. TSP may not submit a list of or add any additional accessorial charges for shipments transported under this Tender.

Toll gate surcharges will be the only accessorial charge authorized under this tender on the condition that supporting documentation is sent by Email to PaoliniBA@state.gov; Subject line of the email must contain the Task Order #, Last name of employee and document type, with a copy to [Pretoriaco@state.gov](mailto:Pretoriaco@state.gov).

NOTE: A TSP may **not** modify this TOS by adding or removing services to the above paragraph. Such modifications will render the TSP offer void.

## **Item 2-5 UTILIZATION OF RATES TENDERED**

Rates quoted under this Tender will be received, acknowledged, and evaluated by the Department of State and will be used when deemed to be in the best interest of the Department of State. Rates should only be quoted to those points to which requested services can be provided by your company.

## **Section 3 – Rules and Provisions**

### **Item 3-1 APPLICATION OF RATES**

Rates quoted pursuant to this tender and those contained herein shall be the air freight, handling, road freight and forwarding applicable for FAK cargo from Johannesburg International Airport to final task order/instruction specified destination in South Africa or Swaziland.

### **Item 3-2 BASIS OF WEIGHT**

As defined in this tender, airfreight and road rates quoted for services shall be volumetric weight in kilograms (kgs), as indicated in the rate column. Volumetric weight is defined as the length multiplied by the width times the height (in inches) divided by 166 and multiplied by 0.4536. Where gross weight exceeds volumetric weight, the transportation service provider may charge for gross weight.

Restricted and/or hazardous materials are not permitted to be included or sent with other cargo without prior authorization from the U.S. Embassy.

### **Item 3-3 ORDER OF SERVICE**

Service authorized for shipments handled under this Tender shall be made by the issuance of a U.S. Government Bill of Lading (BOL) or task order (TO) or letter of instruction (LOI) indicating transportation service provider's name, the consignor, the consignee and the rate being assessed for movement. With exception of diplomatic pouches, this will be delivered as instructed on the airway bill. The tenderor is not authorized to accept any shipments from any personnel without a letter of instruction providing delivery address and time of delivery. The provisions of this Tender as well as the following Terms and Conditions shall be applicable.

Note that the contents of this tender constitute the totality of the applicable terms and conditions.

The mandatory terms and conditions governing the use of task orders and bills of lading are:

- Unless otherwise permitted by statute, the TSP must not demand prepayment or collect charges from the consignee.
- The shipment is made at the restricted or limited valuation specified in the tariff or classification or established under the Federal Motor Carrier Safety Association (FMCSA), unless otherwise indicated on the face of the BOL/WO/LOI.
- Receipt for the shipment is subject to the consignee's annotation of loss, damage or shrinkage on the delivering TSP's documents and the consignee's copy of the same document. If loss or damage is discovered after delivery or receipt of the shipment, the consignee must promptly notify the nearest office of the last delivering TSP and extend to the TSP the privilege of examining the shipment;
- The rules and conditions governing commercial shipments for the time period within which notice must be given to the TSP, or a claim must be filed, or suit must be instituted, shall not apply if the shipment is lost, damaged or undergoes shrinkage in transit. Only with the written concurrence of the Government official responsible for making the shipment is the deletion of this item considered to be valid.

### **Item 3-4 CONSIGNMENT**

All airfreight and road haul shipments shall be consigned and marked as indicated on the U.S. Government Bill of Lading or Task order or LOI. Shipments must reach destination by air or road as instructed (unless otherwise stated or approved). Shipments to foreign posts shall not be consolidated at any time. The charges for transportation consignment delays due to customs clearance at destination for lack of evidence that the goods involved are those belonging to an employee of the United States Government or belong to the United States Government, shall be the Awardee's responsibility and not of the U.S. Government.

## **Section 4 – Deliveries and Performance**

### **Item 4-1 PROMPT PERFORMANCE OF SERVICES**

Shipments shall be cleared and delivered within two (2) days from the date the shipment is advised or received from airline. If routing problems arise the TSP must alert the U.S. Embassy Pretoria by Email to the shipping section at [PaoliniBA@state.gov](mailto:PaoliniBA@state.gov) or [UPretoria\\_GSOShipping-DL@state.gov](mailto:UPretoria_GSOShipping-DL@state.gov).

The following all inclusive services will be provided in accordance with instructions given on the BOL or Task Order unless otherwise specified by the U.S. Department of State or its U.S. Despatch Agencies:

- Receipt of shipment(s) as specified on the AWB or WO or LOI.
- Weighing freight and providing actual gross weight, dimensions and total cube of cargo.
- All road transportation weekly tender reports as specified in Item 4-3 Reporting Requirements.
- Track and provide Confirmation report for delivery as specified in Item 4-3 Reporting Requirements.

When the air/road freight receipt delivery documents have been completed at destination, services performed under this Tender will be considered complete.

The TSP or his agent representative shall accept and deliver all cargo air/ road freight for all shipments offered under this tender, providing a destination delivery date not to exceed the dates given on the letter of instruction (LOI) or Task Order (TO).

### **Item 4-2 CONTROL OVER SHIPMENTS**

The TSP accepting shipments offered under this TOS shall establish effective service controls for the prompt and complete performance of all services (**Item 4-1 Prompt Performance of Services**). The TSP shall maintain control and responsibility for road and air freight shipments, tracing, expediting, and prompt completion of services, including work that is sub-contracted to other sources. When an authorized Embassy representative requests information regarding the shipment (i.e. obtaining the arrival Airway bill number and transit status), the TSP shall cooperate fully and provide the requested information within 24 hours.

### **Item 4-3 REPORTING REQUIREMENTS**

The TSP will be required to submit the following reports:

**Tracking report (Attachment 8-C)** – Weekly or more frequently to the U.S. Embassy stating: (1) the employee's name, (2) shipment number, (3) DOC number (4) date shipment received, (5) number of pieces, (6) weight (actual gross weight), (7) total cube, (8) origin (city & state), (9) destination (city & state), (10) AWB number, (11) packing list information or manifest information), (12) delivery date and (13) road-haul itinerary.

This information must be reported on a shipment-by-shipment basis within a day from the date the air shipment is received. This information must be emailed to [UPretoria\\_GSOShipping-DL@state.gov](mailto:UPretoria_GSOShipping-DL@state.gov).

**Confirmation report** - in addition to the above reports, you will be required to provide the U.S. Embassy with a confirmation of delivery to final destination, within twenty four (24) hours of the reported delivery date. This information must be emailed to [UPretoria\\_GSOShipping-DL@state.gov](mailto:UPretoria_GSOShipping-DL@state.gov).

Any changes to a shipment including a change in the Airway Bill Number must be reported within 24 hours to the BOL/LOI issuing officer.

#### **Item 4-4 UNUSUAL INCIDENTS REPORT**

For shipments originated by the U.S. Department of State TSPs, report the incident to the Tender representative Report the incident in writing not later than the first working day after any event of major significance, which produces substantial loss, damage, or delay to a shipment(s) such as theft, or seizure of cargo, strikes, embargoes, fires, misrouting, or other similar incidents.

The initial written report shall include the following information and be followed up by a detailed written assessment of the loss or damage, delays encountered and final disposition of the property:

- A. Type of incident;
- B. Location of incident;
- C. Description of any hazardous cargo;
- D. Document number and date issued;
- E. Shipment number as shown on BOL;
- F. Origin;
- G. Destination;
- H. Date shipment received by TSP;
- I. If applicable required delivery date;
- J. Date and time of incident;
- K. Estimated amount of loss and extent of damage;
- L. Current status of shipment(s), including new estimated time of arrival (ETA); and
- M. Location of shipment(s), if applicable.
- N. Name of diplomat (if relevant)
- O. Embassy reference for the shipment

Any questions regarding reports should be addressed to the U.S. Embassy, General Service Office, 877 Pretorius Street, Arcadia, Pretoria, South Africa or phone 012 431 4243 or e mail [PaoliniBA@state.gov](mailto:PaoliniBA@state.gov), [PretoriaCo@state.gov](mailto:PretoriaCo@state.gov) and [Botesgpj@state.gov](mailto:Botesgpj@state.gov)

#### **Item 4-5 Performance Metrics**

The U.S. Embassy, Pretoria reserves the right to discontinue utilizing the services of a freight forwarder that is not performing in accordance with the provisions of this tender.

The TSP performance of all shipments tendered shall be evaluated using the service standards established in this item herein. A TSP with three (3) violations at any time during the tender cycle will result in a sixty (60) day suspension, and any subsequent violations will result in being removed from the tender for the remainder of the tender period.

##### **Transit Time**

TSP shall deliver shipments to destination within two (2) days or times stipulated within LOI or task order from date of receipt in accordance with **Item 4-1 Prompt Performance of Services**. Failure to meet this requirement will result in a violation in accordance with **Item 4-5 Performance Metrics**.

##### **Booking Time**

TSP shall report booking details within 24 hours of aircraft discharging from the date of receipt in accordance with **Item 4-3 Reporting Requirements Reports**. Failure to meet this requirement will result in a violation in accordance with **Item 4-5 Performance Metrics**.



## **Section 5 – Payment for Services**

### **Item 5-1 PAYMENT OF CHARGES**

Billing charges for transportation and services under this Tender will be billed in accordance with **EFT (electronic funds transfer), i.e., direct transfer into bank account given**. TSP shall not bill for services until such services are completed and shipment is at destination. (See **Item 4-1 Prompt Performance of Services**) The TSP must maintain copies of the following documents and provide them to the Rates Management staff as supporting documentation upon request:

- Accomplished original AWB or task order or LOI;
- Rated copy of the air bill of lading, showing gross weight, dimensions, volume weight, charges per lb., kilos and kilo rates where applicable, and total cost;
- All air freight documents from airlines, SARS, handling, bill of entry original documents.

The U.S. Government shall have no obligation to pay a TSP charges for services performed pursuant to this Tender and the transportation service provider shall file no claim, demand, suit, or action at law seeking to recover such charges after 3 (three) months have elapsed following the date the services are completed, the charges therefore are paid, excess charges are subsequently refunded, or excess charges are deducted from the transportation service provider's account, whichever is later.

## **Section 6 – Special Tender Requirements**

### **Item 6-1 DURATION OF RATE QUOTATIONS**

TSP may submit rates to the Department of State for services covered under this Tender by the selected deadline. Rates will become effective June 1, 2014 covering the period through May 31, 2015.

In cases, due to unforeseen circumstances, rates may need to be temporarily extended into the next service period until corrective action can be taken to accept new rates. For this reason, there will be no expiration dates on this tender. This is a precautionary measure taken to ensure that equitable rates and services are always available. Transportation service providers will simply cancel their old rates when they are submitting their new ones for each 1-year service period being effective upon the date identified above.

### **Item 6-2 CLAIMS FOR LOSS OR DAMAGE**

Prompt and full settlement directly to the owner of the property shall be made by the TSP or its agents for claims of loss or damage for which the TSP or agent is liable. Property transported under provisions of this TOS shall be valued at full value replacement. Full replacement cost shall be the cost of a new item which is identical or materially similar to the item that was lost, destroyed or damaged. TSP/Carrier maximum liability to the U.S. Government as subrogee or assignee for loss, destruction or damage shall be \$8.50 times the net weight of the shipment in pounds. Nothing herein shall alter or diminish the rights of the United States Government as subrogee or assignee of an employee's claim.

### **Item 6-3 ADJUSTMENT IN RATES**

The Department of State will not consider rates submitted at any other time unless they are in response to a specific request. If the TSP can no longer honor a direct routing and the rate quoted to a specific destination, then the TSP must cancel their rate to that particular destination. The TSP may cancel any rate(s) by supplementing their Tender (with an effective date 30 days from submission) and forwarding this information to the Department of State.

However, the TSP is required to complete any shipments on which the authorizing documents have been issued by the Government prior to the effective date of the cancellation of the rates. Payments shall be limited to actual services performed. No claim for additional compensation from the TSP shall be considered unless previously authorized in writing by the Government.

## **Item 6-4 WAIVER OF RULES OR PROVISIONS**

During the period that this Tender is in effect, the Department of State may waive one or more of the rules or provisions set forth herein as a whole or in part with respect to a particular destination because of the incompatibility of such rules or provisions with circumstances at that post. An affected TSP may at any time submit to the Department of State a request for waiver of a rule or provision, together with a detailed factual report in support of its request. If the Department of State determines, at its discretion, that a waiver is justified, it will issue the TSP a certificate of waiver, signed by a duly authorized U.S. Government agent. A waiver granted pursuant to this rule will operate subsequently only and will not apply to shipments already completed or in process at the time it is granted. The TSP's billing for subsequent shipments made in accordance with the waiver must be accompanied by a copy of the issued certificate of waiver.

## **Section 7-Additional Information Pertaining to Tender/Scope of Work**

### **Item 7-1 GENERAL**

- The FAK cargo will consist of materials, equipment and supplies. Occasionally hazardous cargo e.g., aerosols, paint, cleaning materials and building equipment will be shipped from the United States Government, hereafter referred to as USG.
- There are no guarantees, stated or implied, as to the amount of volume of the cargo to be offered to the Awardee under this Tender of Service during the period of performance.
- The Awardee shall provide all services i.e. labor, equipment for loading of cargo and supervision to affect services in accordance with the terms and conditions stated herein.
- The Awardee shall ensure that all personnel assigned to this tender possess the skills and experience necessary for accomplishing their individual tasks.
- Awardee's responsibility shall include, and not be limited to, all planning, programming administration and management necessary with every shipment to assure that all operations are conducted in accordance with this Tender of Service and applicable laws and regulations, codes or directives, including the maintenance of accurate and complete records, files and regulations which are necessary to the services of clearing and forwarding being performed.
- Awardee shall ensure that all work meets or exceeds commercial standards for quality
- The Awardee must be available for periodic meetings with USG personnel to review business processes and procedures and make changes/improvements as necessary, based on mutual agreement.
- The Awardee shall refuse any supply shipment it has been directed to receive should such goods be damaged, loose packed, or improperly packed (e.g., shrink wrapped, on pallets etc.). Awardee will accept shipments and notify USG of all overages, shortages or damages.
- The Awardee shall provide all services, labor, equipment and supervision to affect the services in accordance with the terms and condition stated herein.
- The U.S. Government requires communicating with the Awardee on a daily basis via e mail or telephone. The Awardee shall ensure that communications from the U.S. Government are responded to no less than four times per day or as soon as received.
- Subject to statutory and regulatory obligations and compliance with court orders, Awardee shall treat all information from the U.S. Government with the strictest of confidentiality. This also applies to the sensitive personally identifiable information (PII) of U.S. Government employees whose shipments are being handled. PII includes but is not limited to name, social security number, passport, identification card, and other information that either alone, or in combination with other personal/identifying information is linked or linkable to the USG employee. Standard of Care for PII can be found at Guide to Protecting the Confidentiality of Personally Identifiable Information (PII), NIST SP 800-122.

- Upon being notified of the award of this tender, Awardee shall effect all clearances and award shall remain in force until cancelled in writing.

### **Item 7-2 HANDLING UNACCOMPANIED AIR BAGGAGE (UAB)**

The Awardee verifies that:

- It shall collect all incoming shipments from airports, carrier freight stations, transportation depots, freight receiving points or other locations at OR Tambo International Airport Johannesburg, Cape Town International Airport and Durban International Airport on a daily basis.
- It shall provide services loading, weighing, compiling receiving reports, hauling and placement of cargo into the Awardee's storage facilities, delivery, and re-weighing if required.
- It shall haul UAB shipments, using only closed trucks or vans, to the owner's residence or other place as directed by the owner or his/her authorized representative, and unload it in a packed or crated condition. Care shall be taken to insure that the baggage is not crushed or damaged by improper loading, strapping and opening of crates. The Awardee shall cut the bands upon delivery of UAB; however the Awardee is not required to unpack UAB.
- All services shall be performed at the owner's residence on normal workdays between the hours of 08h00 and 17h00. The Awardee shall provide a "morning" and "afternoon" time frame during which UAB shall be delivered and inspected by the owner of the goods or by his/her authorized representative. If for any reason this schedule cannot be met, the Awardee shall notify the U.S. Government, make alternate delivery arrangements, and provide the reason why the established delivery time cannot be met.
- Any services performed outside normal business days/hours agreed upon between the Awardee and the owner or his/her authorized representative shall be for the mutual convenience of the parties and shall create no liability on the part of the U.S. Government for overtime or premium pay charges.
- The Awardee shall ensure that the floors and carpeting of employees' residences are appropriately covered during delivery and unloading to prevent damage or soiling. "Appropriately covered" is generally defined as complete protection from scratching, gouging and soiling of the floor or carpet at the residence.
- The Awardee shall prepare an inbound receiving report on all UAB shipments immediately upon the receipt of the goods. This report shall show, at a minimum the owner's name, date received, condition and weight of the goods.
- The Awardee shall immediately, upon becoming aware of any damage to an employee's goods to his residence, notify the tendering officer or his/her designated representative by telephone, to be followed by a written report within twenty four hours of the incident. The Awardee shall arrange for a survey and photographs to be taken of the damaged goods/boxes/crates in order to provide the U.S. Government or employee with sufficient evidence to lodge an insurance claim. The Awardee shall immediately lodge a preliminary claim on behalf of the U.S. Government or employee with the carrier. Copies of all documents lodged with carriers for claims shall be provided to the U.S. Government.
- In the event that a short landed shipment is received, the Awardee shall immediately initiate tracer action and keep the appropriate administrative representative of the post informed on a daily basis of the results of the action. Copies of all documentation lodged with carriers for tracer action and claims shall be provided to the U.S. Government.

### **Item 7-3 DIPLOMATIC POUCH**

- Each calendar year, the U.S. Government shall provide the Awardee with a list of official U.S. and Republic of South Africa holidays that the Embassy and Consulates will be closed.
- The Awardee, on a pre-arranged schedule, shall collect all outbound pouches from the U.S. Embassy and U.S. Consulates on a daily basis.
- The Awardee shall collect all incoming shipments from airports, carrier freight stations, transportation depots, freight receiving points, or other locations at OR Tambo International Airport Johannesburg, Durban International Airport and Cape Town International Airport on a daily basis.

- The Awardee shall provide services of separating or breaking down the aircraft pallets, loading, weighing, compiling receiving reports, hauling and placement of cargo into the Awardee's storage facilities, delivery and re-weighing if required.
- Once the diplomatic pouch is released to the Awardee from the carrier and customs, that diplomatic pouch will be delivered to the U.S. Embassy or U.S. Consulate within three working hours of that receipt. Every effort shall be made by the Awardee to make the delivery soonest.

#### **Item 7-4 OUTBOUND AIRFREIGHT SHIPMENTS**

- The Awardee shall pick up any outbound shipment when requested by U.S. Government official task order, letter of instruction, or other directive and advise the U.S. Government of the airway bill number, flight number and date of dispatch as soon as shipments are ready to be expedited. Copies of airway bills and other supporting documentation shall be sent via facsimile transmission to the requesting office upon receipt thereof from the airline.
- Should the shipment be dispatched by road to the port of exit, the Awardee shall inform the U.S. Government of the vehicle details, date of departure and estimated date of arrival at destination. The Awardee shall provide the U.S. Government with all pertinent documentation.
- The tenderor shall fumigate all wooden packaging material with methyl bromide or heat treated in accord with specifications listed in ISPM 15.

#### **Item 7-5 STORAGE AREA REQUIREMENTS**

- All temporary or permanent storage provided, for packing and loose shipments, shall be inside storage buildings and areas that are acceptable to the Tendering office and its authorized representatives.
- The premises for storage of airfreight shall be secure, under guard protection and camera surveillance 24 hrs/day, 7 days/week.
- Areas assigned for preparation and storage of UAB shall be dry and be safe from the elements, shall be secure to prevent pilferage, and protected from potential damage by sunlight, water or fire. Effects shall be stored in areas that are dry, well-ventilated, clean and free from dust, vermin and rodents, have adequate fire protection, and are accessible for routine inspection by the authorized representatives of the Tendering office.
- Aisles and driveways and entrance shall be kept free of storage and equipment not being currently handled or operated.
- Waste or refuse shall be removed from storage areas or kept in metal containers with tight fitting metal lids.

#### **Item 7-6 REQUIREMENTS FOR STORAGE METHODS**

- Assigned storage areas shall conform to requirements in Item 7-5.
- The Awardee shall arrange for storage when inbound shipments cannot be delivered on the day of receipt, pending delivery the following working day. Consignments shall be placed in the designated storage area immediately upon receipt thereof.
- Consignments of medical supplies shall be kept refrigerated in accordance with the manufacturer's instructions until delivery can be made to the U.S. Embassy or U S Consulate medical unit.
- All storage provided, either for packed or unpacked shipments, shall be indoor storage facilities and areas that are acceptable to and approved by the Tendering officer.
- Consignments shall be stored on skids, pallet bases, elevated platforms or similar storage aids, maintaining a minimum of six (6) cm of clearance between the floor and the bottom-most portion of the stored goods. Property shall not be stored in contact with exterior or interior walls.
- Storage of unclassified diplomatic pouches shall be maintained in secure, lockable storage cages. Access to the storage cages shall be limited only to Awardee's employees assigned to handling of the pouches.

- Nothing in this tender shall obligate the U. S. Government to pay charges or expenses for the storage of personnel effects of U. S. Government employees for a period of greater duration than that to which the employee concerned is entitled to be permitted.

### **Item 7-7 REWEIGHING OF INBOUND SHIPMENTS**

When any inbound UAB shipment fails to indicate the total gross weight on the shipping document/airway bill or should the U.S. Government or owner of the effects suspect an error in the total gross weight indicated on the documents, the U.S. Government may require that the shipment be re-weighed by the Awardee. The TSP shall obtain and ensure proper calibration/certification of a scale to verify weights and a printed copy as needed for Embassy records with the signature of the certified weight master as evidence of weight.

### **Item 7-8 REWEIGHING CHARGES**

Any required re-weighing shall be indicated in the paper task order or instruction received from the U.S. Government and the Awardee shall be paid a fixed rate per shipment. The Awardee shall submit to the U.S. Government the pertinent weight certificates issued by the weight master.

### **Item 7-9 PROFESSIONAL BEARING AND COURTESY**

All Awardee's employees shall at all times:

- Be vetted and known to have crime-free backgrounds
- Be courteous at all times.
- Arrive at the work site promptly with tools, materials, and personal protective equipment necessary to properly complete the job.
- Present credentials identifying themselves as bona-fide employees of the Awardee.
- Introduce themselves.
- Be clean and neatly dressed, and wash hands to prevent soiling articles.
- Refer any resolvable questions to the tendering officer or to the post shipping office.

The Awardee's employees shall not at any time:

- Smoke at the client facility or residence.
- Arrive at the facility or residence under the influence of drugs, alcohol or even with alcohol breath.
- Drink alcoholic beverages on the job even if offered.
- Use the client's bathroom or towels without prior permission.
- Engage in prolonged discussion or argument regarding the job.
- Perform any work for the client not specified in this Tender.
- Request or accept any articles of currency or other objects as gratuity from the client for work performed under this Tender.
- Indulge in any crime or criminal activity at client site or in any way damage or pilfer the cargo.

### **Item 7-10 QUALITY ASSURANCE PLAN (QAP)**

This plan is designed to provide an effective Awardee performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor the Awardee of unsatisfactory performance and notify the Tendering Officer of continued unsatisfactory performance. The Awardee, not the U.S. Government, is responsible for management and quality control to meet the terms of this tender. The role of the U.S. Government is to conduct quality assurance review to ensure the tender standards are achieved.

This program will include but is not limited to:

- A method of identifying deficiencies in the quality of services performed before the level of performance becomes acceptable.
- A file of all inspections conducted by the Awardee and corrective action taken. This document shall be made available to the USG in the form of a monthly report on work performed, to be submitted to the COR.
- Work will not begin until the USG has provided the Awardee with written notice that the Quality Control Plan has been approved.
- Failure to comply with the Quality Control Plan would be considered a breach of the tender and could subject the Awardee to loss of business. Failure to comply with the Quality Control Plan would be taken into account as past performance for consideration on any further tenders for the USG.

### **Item 7-11 INSPECTION OF FACILITIES AND TRANSPORTATION**

The USG has the right to inspect the Awardee's services, facilities and equipment at all reasonable times. The Awardee shall furnish the authorized USG representative with here access and reasonable facilities and assistance required to accomplish their inspections. The Awardee will make accessible to USG representative for inspection, any lots on hand in the Awardee facility.

### **Item 7-12 AWARDEE'S LIABILITY**

- The Awardee is liable for the payment of demurrage or detention charges that may accrue due to its failure to promptly load and unload cargo and release carrier.
- The Awardee is liable for any property in its custody that is lost or damaged.
- The Awardee is liable for all expenses for mis-shipment or mis-direction of freight, incorrectly labeled or inadvertently shipped to any place other than the rightful destination, which is at fault of the Awardee. The COR will determine what mode of transportation will be used, including airfreight, for correction of the error.

The Awardee is liable for misdirection of freight to other than the rightful destination. The Awardee is liable for expedited delivery (road) at the discretion of the COR. The Awardee shall reimburse the USG for all costs incident to the forwarding of such misdirected effects to their rightful destination, including charges for documentation, preparation and transportation.

### **Item 7-13 INSURANCE**

The Awardee, at his own expense, shall provide and maintain during the entire period of performance of this tender, whatever insurance is legally necessary for any and all risks associated with performance and service under this tender. The Awardee agrees that the USG will not be responsible for personal injuries or for any damages to any property of the Awardee, its employees or any and all claims except in the instance of gross negligence of the USG.

- Timely performance of services: Services detailed and specified in the Tender shall be performed within the time limits set forth. The USG will not be held responsible for additional storage and/or delivery charges for the Tender services that are not performed within the time frame identified within the tender underpricing/costs. Repeated instances of failure to perform promptly or delays in excess of one week on any one shipment may constitute grounds for default.
- Liability/Claims: The Awardee accepts liability for the safekeeping of all goods tendered to him, as soon as acceptance of goods has occurred and when in transit to the destinations below or, as applicable, while in storage. Such liability includes the loss and/or damage, however caused, which occurs to goods in the Awardee custody. Such liability will be for full replacement value for loss or repair of damaged goods.
- The Awardee accepts full responsibility for fulfilling documentation requirements and paying such fines and penalties as may be levied by customs authorities in instances of loss or partial loss of goods in bond. Any condition, such as fire, theft or burglary, which could affect some or all goods in the Awardee's

custody, should be reported to the COR as soon as possible but no later than 24 hours after the event. The COR will verify loss and damage within 24 hours, and notify the relevant parties.

- Claims for loss or damage will be initiated within one year of the date the COR notifies the owner of the goods by registered letter or telegram or e-mail. Where the COR has not been notified by the Awardee, of the probable loss or damage, the time limit for claims is two years from the date that services were ordered for the particular goods in question.
- It is necessary to note that the USG typically self-insures its cargo, though additional insurance may be purchased by the shipper. Household goods and other goods may also be insured by the property owner.

## **Item 7-14 SUBMISSION OF INVOICES**

Invoices for services rendered will be submitted by the Awardee, for payment of shipment charges based on the rates submitted for this tender and will be paid within 30 days from statement. Payment of charges for services rendered by any secondary vendors will be done by the Awardee.

### **Invoices**

Preferred method for invoice /statement submission:

The awardee must submit all invoices for payment directly and electronically to the Pretoria Financial Management Office bulk e-mail inbox: [SAInvoice@state.gov](mailto:SAInvoice@state.gov).

Alternate method for invoice submission:

Statement/invoices/all supporting documentation should be mailed to:  
Regional Financial Management Office  
American Embassy,  
PO Box 9536,  
Pretoria 0001

The following information must be present for payment of invoices:

- Name and address of the Awardee.
- Date of invoice.
- Tender and/or invoice number.
- Description of items delivered.
- Quantities of items delivered, if applicable.
- Unit price if any, and total price to be applicable.
- Shipping and payment terms and such other substantiating documentation or information, as required by the tender.
- Name (where applicable), the title, telephone number and complete mailing address of the responsible official to whom the payment is to be sent.
- Invoices submitted for payment are to be supported by vouchers covering all disbursements, documentation of clearance certificates and/or reason for charges that may be incurred due to late turn in of containers of storage at the port of Johannesburg. Details of the required information will be provided to the Awardee by the COR.
- All charges relating to the submission of invoices shall be borne by the Awardee.
- No additional charges for shipments will be accepted after 90 days from date of service rendered except for demurrage costs which will be accepted up to 180days after service rendered thereafter invoices will be repudiated.

### **Item 7-15 PAYMENT**

In consideration of satisfactory performance of all scheduled services required under this Tender, the Awardee shall be paid upon submission of invoices 30 days from date or receipt of the invoice. Payment shall be only for services approved by the USG representatives for inspection, any lots on hand in the Awardee facility. Payment shall be effectuated through Electronic Funds Transfer (EFT) to the Awardee's designated bank account in South Africa, and payment will be in South African Rands (ZAR).

### **Item 7-16 GOVERNMENT RIGHT TO REMOVAL OF GOODS**

The USG as the owner/ shipper of goods placed in the Awardee's care of shipment, reserves the right to order goods removed from said care at any time by any means by anyone authorized to do so by the USG. Furthermore, under no circumstances shall the Awardee lay claim to or place a lien for monies against part or all of the USG documents or goods or otherwise detain, return, store, sell, abandon, or destroy all or part of the USG goods.



## **Section 8-Attachment**

### **8-A: Acronyms used within this tender**

<b>TSP</b>	Transportation Service Provider
<b>FAK</b>	Freight All Kinds
<b>TSA</b>	Transportation Security Agency
<b>DOS</b>	Department of State
<b>KGS</b>	Kilograms
<b>TOS</b>	Tender of Service
<b>DOC</b>	Document
<b>BOL</b>	Bill of Lading
<b>TO</b>	Task order
<b>LOI</b>	Letter of Instruction
<b>AWB</b>	Airway Bill
<b>UAB</b>	Unaccompanied Baggage
<b>USG</b>	United States Government
<b>TOR</b>	Tendering Officer Representative
<b>QAP</b>	Quality Assurance Plan
<b>QCP</b>	Quality Control Plan

## **8-B: Rate Quote Spreadsheet**

### **Cost of Services**

Import shipments handling (per kilogram)	R	Minimum
Import Airline handling (per kilogram)	R	Minimum
Export shipment handling (per kilogram)	R	Minimum
Local shipments handling (per kilogram)	R	Minimum
Surface to air shipments (consolidated Cargo) Handling post per kilogram	R	Minimum
Airline split fee (per parcel)	R	
Airline handling fee (per kilogram)	R	Minimum

### **Storage of shipments where required**

Warehouse

Airline

### **Road haulage to destination below**

Pretoria (cost per kilogram)	R	Minimum
Johannesburg (cost per kilogram)	R	Minimum
Durban (cost per kilogram)	R	Minimum
Cape Town (cost per kilogram)	R	Minimum

### **Documentation**

Documentation	R
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### **Fuel Surcharge**

Fuel surcharge (per kilogram)	R	Minimum
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## **Rate quotation sheet continued**

### **Fumigation when applicable**

Cost per cubic meter	per cubic meter	R
	1-2 cubic meter	R
	2-5 cubic meter	R
	5-10 cubic meter	R
	10-15 cubic meter	R

### **Re weighing**

For providing services for re-weighing of inbound shipments including transportation and labor costs

Cost of re-weighing	R
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## **8-C: Tracking Report**

American Embassy		
AWB NO:	UAB	REQUIRED